

Clarifications sought by prospective bidders in response to NIB dated 31.3.2011

S. No.	Document	Clause No. Pg. No.& Existing provision	Clarification required	Suggested text for the amendment	Rationale for the clarification & Amendment	RVPN's Clarification
<u>KPTL</u>						
1.	RFQ	1.6.2 BPC Scope a) To initiate acquisition of land ... b) To initiate process of seeking forest clearances ...	Kindly clarify the status of the land acquisition for substation and line. Kindly clarify whether any forest clearances are required for the project and if so, the status of the forest clearances may be disclosed.			(a) The land for GSS has been identified and allotted by Jaipour Development Authority (JDA) as already given in the Annexure-18 of RfP. The acquisition of land is in process. (b) The cl. 1.5(c) of RfP reads "To initiate acquisition of land for location specific substations, switching stations or HVDC terminal or inverter stations" and cl.1.5(d) of RfP reads "To initiate process of seeking forest clearance, if required." As already indicated in Annexure-18 of RfP, the land for location specific substation is allotted by JDA as such the forest clearance is not required.
2.	RFQ	2.1.2 ... However, the capital expenditure of each project shall not be Rs. 64.40 crore (Rs. Sixty four crore and forty lakh).	This appears to be typographical error.	However, the capital expenditure of each project shall not be less than Rs. 64.40 crore (Rs. Sixty four crore and forty lakh).		The typographical error will be corrected in the next revision to read as "However, the capital expenditure of each project shall not be less than Rs. 64.40 crore (Rs. Sixty four crore and forty lakh)."
3.	RFQ	2.2.3, 3.1.3.1, 4.9 Reference of Internal Resource generation.	Since the Internal Resource Generation clause is deleted via amendment No. 15/3/2008/Trans-Vol.II dated 1 st Feb.,2010 by MoP, India, the same may	The reference in Clause 2.2.3, 3.1.3.1 and 4.9 to internal resource generation has to be deleted.	As per the SBD the reference of Internal resource generation has been deleted.	No change is required as it has clearly mentioned in the RfQ document that Internal Resource Generation clause is deleted via amendment No. 15/3/2008/Trans-Vol.II dated 1 st Feb.,2010 by MoP, India, Therefore, reference to IRG

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			be deleted from the given clause to avoid confusion.			appearing anywhere in document may be ignored.
4.	RFQ	2.2.6.3, 2.2.6.4, 2.2.6.8, Change in the composition of the Bidder :- If the Lead Member of the Bidding Consortium intends to change itself into a Bidding Company after submission of the Response to RFQ, such change would be considered upon the Lead Member making a written application along with formats as specified in the RFQ duly filled in to the BPC seeking its approval for such change at least 30 days prior to the last date of submission of RFP Bids. The Lead Member in case of such change would need to be the Bidding Company and fulfil all the Qualification Requirements, as specified in the RFQ.	Since RFQW and RfP bids are to be submitted simultaneously. Please clarify how the provision given in the clauses can be implemented, if required.	If the Lead Member of the Bidding Consortium intends to change itself into a Bidding Company after submission of the Response to RFQ, such change would be considered upon the Lead Member making a written application along with formats as specified in the RFQ duly filled in to the BPC seeking its approval for such change at least 30 days prior to the date of opening of RFP Bids.	The given provision is effective when there is time gap between submission of RfQ and RfP bids. In single stage two envelope process this clause requires appropriate modification.	The bidding documents / RFP Project Documents are based on Standard Bidding Documents. The information regarding Change in the consortium prior to 30 days of submission of RfP by the Bidder etc. is not applicable in present context as the RfP has been invited and the RfQ is part of RfP project documents. Thus, the date of submission of RfP alongwith RfQ is same.
5.	RFQ	Format 4.7 A,B,C ... (Signature and stamp of Any Whole Time Director (supported by a specific Board Resolution) / Manager [refer Note-2 to 4 below] ...	Does it mean that only Managing Director/ Chief Executive Officer, being a full time director can sign the document or any whole time director can sign? Kindly specify.			The notes to the formats clearly specify the signatory.

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		Managing Director/ Chief Executive Officer, being a full time director in the Board of the Bidding Company/ Lead Member in case of a Consortium...				
6.	RfP	Definitions Any capitalized term, used but not defined in this RFP, the capitalized terms shall be interpreted in accordance with the Electricity Act 2003, the CERC (Terms and Conditions of Tariff) Regulations 2004.	CERC (Terms and Conditions of Tariff) Regulations 2004 shall be replaced by CERC (terms and conditions of Tariff) Regulation 2009.	Any capitalized term the capitalized terms shall be interpreted in accordance with the Electricity Act 2003, the CERC (Terms and Conditions of Tariff) Regulations 2009..	Since CERC (Terms and Conditions of Tariff) Regulations 2004 have been replaced by CERC Tariff regulation 2009 the same need to be modified.	As per the cl. 2.14.2.2 of RfP amendments taken place from time to time are applicable. Therefore, provisions of latest RERC/CERC Tariff Regulations are applicable
7.	TSA	Cl.3.3.1 “If any of the conditions specified in Article 3.1.3 additional Contract performance Guarantee of INR 82 Lakhs within two (2) business days of expiry of every such week	It is requested to cap the Additional CPG to 10% of the CPG.	“If any of the conditions specified in Article 3.1.3 additional Contract performance Guarantee of INR 82 Lakhs within two (2) business days of expiry of every such week, subject to a maximum of INR 164 Lakhs.	Additional Contract Performance Guarantee for every week of delay for fulfilling the Conditions subsequent beyond the six months from the effective date is 5%. Thus a delay of maximum allowed six months would mean additional CPG of 65% which is high and therefore should be capped at 10%.	The bidding documents / RFP Project Documents are based on Standard Bidding Documents.
8.	TSA	Clause 5.1.5	Kindly notify the specific		A reference to	The Cl. 2.14.2.2 of RFP states “In

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		In case the Project involves any resettlement and rehabilitation, the resettlement and rehabilitation package will be implemented by the State Government authorities, for which the costs is to be borne by the TSP	resettlement and rehabilitation cost applicable for the project at least 30 days before the bid submission date.		Relevant Resettlement and Rehabilitation Policy shall be included in the clause so that the same can be built in the bid.	their own interest, the Bidders are requested to familiarize themselves with all relevant laws in India. It is clear from above that acts, laws, rules and regulations as amended/applicable from time to time shall be applicable.
9.	TSA	Clause 6.5.2 The Contract Performance Guarantee as submitted by TSP in accordance with Article 3.1.1 shall be released by the Long Transmission Customers within three (3) months from the COD of the Project.....	There is no deterrent factor or penal action included in the clause to ensure that the LTTC will release the Contract Performance guarantee within stipulated time.	Penalty clause for delay in releasing the Contract Performance Guarantee.	An adequate penalty clause may be added to deter LTTC from delaying the release of the contract Performance Guarantee.	The Cl. 3.1.2 of TSA states "The Contract Performance Guarantee shall be initially valid for a period up to three (3) months after the Scheduled COD of the Project and shall be extended from time to time to be valid for a period up to three (3) months after the COD of the Project. Cl. 6.5.2 in itself is binding on the LTTC as it states "The Contract Performance Guarantee as submitted by TSP in accordance with Article 3.1.1 shall be released by the Long Term Transmission Customers within three (3) months from the COD of the Project." In case of non-release of Contract Performance Guarantee within stipulated period of three months the Contract Performance Guarantee will

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						automatically become invalid as it is valid for a period up to three (3) months after the COD of the Project. The bidding documents / RFP Project Documents are based on Standard Bidding Documents.
10.	TSA	<p>Clause 10.9.8 that despite a Dispute regarding an Invoice, the concerned Long Term Transmission Customer shall, without prejudice to its right to Dispute, be under an obligation to make payment,</p> <p>Clause 10.11.1 (f) If any Long Term Transmission Customer fails to pay a Monthly Transmission Charge Invoice / Supplementary Bill or part thereof within and including the Due Date, then, unless an Invoice Dispute Notice is received by the TSP as per the provisions of Article 10.9.2, the TSP may draw upon the Letter of Credit,</p>	<p>Since Clause 10.9.8 allows payment of certain minimum amount even if it is disputed,. Please allow the same amount to be drawn upon letter of credit under Clause 10.11.1 (f).</p> <p>Drawing from the Letter of Credit of minimum amount payable as per clause 10.9.8 should be allowed in Clause 10.11.1.</p> <p>We request you to adopt payment terms as suggested below.</p> <p>Transmission Service Provider will submit the monthly invoice to Long Term Transmission Customers and also to Banker on whom the Letter of Credit has been opened. Banker will immediately pay the entire</p>	<p>If any Long Term Transmission Customer fails to pay a Monthly Transmission Charge Invoice / Supplementary Bill or part thereof within and including the Due Date, then, TSP may draw upon the Letter of Credit, it is clarified that despite a dispute regarding an Invoice, the concerned LTCC shall, without prejudice to its right to dispute, be under an obligation to make payment, of the lower (a) an amount equal to simple average of last three (3) months invoices (being the undisputed portion of such three months invoices) and (b) monthly invoice which is being disputed.</p>	<p>Such a payment mechanism will help to balance the interest of both the LTCC and TSP. Moreover, TSP has to be paid for the services provided and LTCC should get protection from over billing.</p>	<p>As per Cl. 10.9.8 the Long Term Transmission Customer is under obligation to make payment, of the lower of (a) an amount equal to simple average of last three (3) months Invoices (being the undisputed portion of such three months Invoices) and (b) Monthly Invoice which is being disputed,</p> <p>As per Cl.10.11.1(f) If any Long Term Transmission Customer fails to pay a Monthly Transmission Charge Invoice / Supplementary Bill or part thereof within and including the Due Date, then, unless an Invoice Dispute Notice is received by the TSP as per the provisions of Article 10.9.2, the TSP may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from the Long Term Transmission Customers, an amount equal to such Monthly Transmission Charge Invoice/Supplementary Bill or part thereof plus Late Payment Surcharge, if applicable, in accordance with Article 10.8 .</p>

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			amount of invoice to Transmission Service Provider pending approval from LTTC. On receipt of the approval from LTTC and on replenishment of money drawn to the LC by LTTC. Invoice if it is certified for lesser amount, the same shall be recovered from subsequent invoices of TSP.			<p>The TSP cannot draw from the Letter of Credit if the Monthly Transmission Charge Invoice / Supplementary Bill or part thereof is disputed by LTTC by giving a notice regarding dispute.</p> <p>The bidding documents / RFP Project Documents are based on Standard Bidding Documents.</p>
11.	TSA	<p>Clause 10.11.1 (i) (ii)</p> <p>If such Long Term Transmission Customer still fails to pay such amount within a period of thirty (30) days after the issue of notice by TSP as mentioned in (i) above, the TSP shall approach the RLDC/ SLDC (as the case may be) requesting for the alteration of the schedule of dispatch of the lowest cost power of such Long Term Transmission Customer(s) from the Central Generating Stations, and the</p> <p>.....</p>	In order to make the provisions of this clause implementable the BPC shall pursue with Ministry of Power to bring in a law / notification to make it mandatory for RLDC/ SLDC to abide by the obligations laid down in various clauses of this agreement.		<p>As per this clause TSP is required to approach RLDC/SLDC in case of Long Term Transmission Customer Event of Default, requesting for the alteration of the schedule of dispatch of the lowest cost power of the defaulting Long Term transmission Customer(s) from the Central Generating Stations. Since RLDC / SLDC are statutory bodies and they are not party to the agreement, it is not binding on them to abide by the</p>	<p>The TSP will be Transmission Licensee; as such interest of Transmission Licensee will be safeguarded as per provisions of Regulations in force time to time.</p>

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					request of TSP made under this agreement.	
12.	TSA	11.2.3 Any event of Force Majeure shall be deemed to be an event of Force Majeure affecting the TSP only if the Force Majeure event affects and results in, late delivery of machinery and equipment	In addition to late delivery of machinery and equipment, tower parts and other material to be specifically included in the force majeure event.	Any event of Force Majeure shall be deemed to be an event of Force Majeure affecting the TSP only if the Force Majeure event affects and results in, late delivery of machinery, tower parts, other material and equipment	Since the delivery of Tower Parts, other material can also be affected by Force Majeure events thus they should be specifically included in the force majeure event to remove ambiguity.	The bidding documents / RFP Project Documents are based on Standard Bidding Documents.
13.	TSA	Natural Force Majeure Events act of God, including but not limited to drought, fire and explosion (to the extent originating from a source external to the site), earthquake,	In addition to the events specified following should be included – epidemic.	act of God, including but not limited to drought, fire and explosion (to the extent originating from a source external to the site), earthquake, epidemic	Since epidemic has capability to disrupt work and sometimes may affect work for long periods if epidemic blows out of proportions and is not controlled. Thus such events should be covered under force majeure.	The provisions in bidding documents / RFP Project Documents are based on Standard Bidding Documents. Epidemic as an act of God will be covered in Force Majeure subject to notification by the appropriate Govt.
14.	TSA	Clause 11.4.1 (d) Exclusion to Force Majeure Strikes or labor disturbance.		Strikes and labor disturbances to be included in Force Majeure.		The provisions in bidding documents / RFP Project Documents are based on Standard Bidding Documents.
15.	TSA	Cl. 12.1.2 a & b “Notwithstanding anything contained this Agreement change in Law shall not cover any change: on account of regulatory	Since change in regulatory measures or tax provisions effect the financial viability of the project their inclusion in Change	The clause may be deleted.	As mentioned, change in regulatory measures or tax provisions effect the financial viability of the project and thus it is requested to be	The provisions in bidding documents / RFP Project Documents are based on Standard Bidding Documents.

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		measures by the Appropriate Commission including calculation of Availability; and in any tax applied on the income or profits of the TSP".	of Law might be considered.		covered by Change in Law.	
16.	TSA	<p>13.4 Termination Procedure for Long Term Transmission Customers Event of Default</p> <p>d----- Provided further that the <u>revenue from such diverted power</u> would be used to pay the dues first of the generating company (which would include the capacity charges as well as the energy charges) and the remainder would be available for covering the default amount and the balance (if any), after recovering both the charges, would be paid to the defaulting Long Term Transmission Customer.</p>	The term "Such Diverted Power" is not defined for use in this article.	<p>In case of LTTC event of default occurring on account of article 13.2(a) and after the expiry of consultation period if the event of default is still not remedied. The TSP shall approach the RLDC/ SLDC (as the case may be) requesting for the alteration of the schedule of the dispatch of the lowest power of the defaulting LTTC(s) from the Central Generating Stations, and the RLDC / SLDC shall continue to reschedule the lowest cost power till all the dues of the TSP are recovered.</p> <p>Provided that in this case, the quantum of electricity and the corresponding period in which it would be rescheduled for dispatch shall be corresponding to the amount of default. This electricity will be then be dispatched to other utilities by the concerned RLDC / SLDC, as the case may be, during the peak hours, i.e. 7 pm to 10 pm. The price of this electricity will be determined as per UI rate.</p> <p>Provided further that the revenue from such diverted power would be used to pay the dues first of the generating company (which would include the</p>	<p>In Standard Bidding Documents released by Ministry of Power for competitive tariff bidding of transmission projects the payment procedure in case of default by LTTC is given. The given paragraph is a part of the procedure.</p> <p>All the relevant clauses SBD have to be included the procedure adequate.</p>	<p>Cl.13.4(e) deleted and Cl. 10.11.1 (i) inserted as per amendment issued by MoP, GoI.</p> <p>The left over paragraph "Provided --- ----- Long Term Transmission Customer" will be deleted in the next revision.</p>

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				capacity charges as well as the energy charges) and the remained would be available for covering the default amount and the balance (if any), after recovering both the charges, would be paid to the defaulting Long Term Transmission Customer.		
17.	TSA	13.5.2 In case of termination of this Agreement, the TSP shall provide to the Lead Long Term Transmission Customer the full names and addresses of its Contractors as well as complete designs, design drawings, manufacturing drawings, material specifications and technical information, as required by the Long Term Transmission Customers within 30 (thirty) days of Termination Notice.	For transfer of drawings, material specifications and technical specifications termination payment has to be made by the LTTC to the TSP. Kindly provide the calculation of Termination Payment to be made by the TSP to the LTTC.		In case of termination due to force majeure the ownership is transferred from TSP to LTTC, which implies that the TSP shall receive payment for the same. The Payment procedure and Calculation is not mentioned.	The termination will be dealt as per termination process given in Art.13 In case of any dispute the same shall be dealt as per RERC approval.
18.	TSA	Schedule 6 Note (c) – Charges for the <u>last Contract Year</u> are the Transmission Charges applicable for the twelve month period (from immediately preceding 1 st April to the date of <u>25 anniversary of the grant of the Transmission License</u> till the immediately succeeding	This appears to be a typographical error.	In Schedule 6 Note (c) – Charges for the <u>last Contract Year</u> are the Transmission Charges applicable for the twelve month period (from immediately preceding 1 st April to the date of <u>35 anniversary of the grant of the Transmission License</u> till the immediately succeeding 31 st March) irrespective of the duration of the last Contract Year.	In Definition section – “Expiry Date” shall be the date which is <u>35 (thirty five) years</u> from the Scheduled CoD) & In Schedule 6 Transmission charges are to be quoted for 35 years.	The text provided in Schedule-6, Note (c) is clear and in order as it states “Charges for the last Contract Year are the Transmission Charges applicable for the twelve month period (from immediately preceding 1 April to the date of 35 th anniversary of the grant of the Transmission License till the immediately succeeding 31 March) irrespective of the duration of the last Contract Year.”

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		31 st March) irrespective of the duration of the last Contract Year.				
19.	Technical	<p>General</p> <p>Tower Design As per IS 802, (Part 1/ Sec. 1) : 1995, Clause No. 12.1.2 (i), Suspension tower is to be designed with no wind under security loading condition (Broken wire condition)</p> <p>As per IS 802, (Part 1/ Sec. 1) : 1995,</p> <p>Draft Amendment No. 1 Suspension tower is to be designed with 75% wind pressure under security loading condition (Broken wire condition). Some utilities including Power Grid adopts the provision of draft amended.</p>	Kindly clarify, for suspension tower design under Security loading condition (Broken wire condition), nil or 75% wind pressure to be considered.			AS per cl. 1.4 of RfP, the financing, development, design, engineering, procurement, construction, commissioning, operation and maintenance of the Project, is in the scope of TSP.
20.	Technical	<p>General</p> <p>Tower Design As per IS 802, (Part 1/ Sec. 1) : 1995,</p> <p>Draft Amendment No. 1 Suspension towers should be checked for Narrow front wind with a wind speed of 1.5 times basic wind speed.'</p>	Kindly clarify, whether this provision of draft amendment of IS 802 (Part 1 / Sec. 1) to be considered for tower design or not ?			AS per cl. 1.4 of RfP, the financing, development, design, engineering, procurement, construction, commissioning, operation and maintenance of the Project, is in the scope of TSP.
21.	Technical	General	Please clarify the			The provisions of relevant rules /

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		Insulation	insulation level required for deciding insulators of towers.			regulations as applicable from time to time are to be adhered to.
GMR						
1	RFP	Clause No. 1.4 – The objective of the bidding process is to select a successful Bidder pursuant to this RFP, who shall acquire one hundred percent (100%) of the equity shares of Pink City Transmission Service Company Ltd. alongwith all its related assets and liabilities as per the provisions of the SPA, at the acquisition price to be intimated by the BPC, thirty (30) days prior to the Bid Deadline.	Acquisition price to be informed 30 days prior to the bid submission shall include the cost towards all Assets and Liabilities. The Assets shall be the Land required for the project and liabilities shall be any expenses and overheads incurred which are to be included in the acquisition price.	The objective of the bidding process is to select a Successful Bidder pursuant to this RFP, who shall acquire one hundred percent (100%) of the equity shares of Pink City Transmission Service Company Ltd. alongwith all its related assets and liabilities as per the provisions of the SPA, at the acquisition price which includes actual amount paid towards cost of the land and expenses incurred for the acquisition of land (if any) and liabilities of the Company , be intimated by the BPC, thirty (30) days prior to the Bid Deadline.	The final Acquisition Price would be taken into account for arriving at the accurate project cost.	The draft of Share Purchase Agreement (SPA) is part of the RFP Project Documents (bidding documents) and shall be provided 30 days prior to the bid submission. The Acquisition Price will be defined in SPA.
2	General		Modus of operandi of land being allocated (out right purchase/ Long Term Lease) for these projects.			Land allocation and Lease etc. will be as per rules of the Govt. of Rajasthan.
3	General		If there are any recurring expenses to be borne by selected bidder for the possession of land (if allocated on long term lease basis) for the complete operating period of the project.			Land allocation and Lease etc. will be as per rules of the Govt. of Rajasthan.

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4	RFP	Clause NO. 1.5 (b) – To obtain approval for laying overhead transmission lines under Section 68 of Electricity Act, from Govt. at least (30) days prior to the deadline.	Will copy of this approvals be provided to the bidders 30 days prior to the bid deadline.			The approval for laying of overhead transmission lines under Section 68 of Electricity Act, from Appropriate Government has been taken and that shall be provided to selected bidder.
5	RFP	Clause No. 1.6 – The Govt. of Rajasthan has agreed to provide their support to the TSP, on best endeavour basis, in enabling the TSP to develop the Project.	Would request to arrange and provide a letter of comfort from Govt. of Rajasthan in this regard.			The Government of Rajasthan vide letter No. F.12(21)Energy/04/pt. dated 15.10.2008 constituted a State Level Empowered Committee which has authorized Rajasthan Rajya Vidyut Prasaran Nigam Limited to act as Bid Process Coordinator (BPC) for the purpose of selection of Bidder as Transmission Service Provider (TSP), as per SBD / Guideline of MoP GoI. The bidding documents are based on Standard Bidding Documents.
6	RFP	Clause No. 1.5 (d) – To initiate process of seeking forest clearance, if required.	Has this process been initiated? What is the time period estimated in obtaining forest clearance.			As already indicated in Annexure-18 of RfP, the land for location specific substation is allotted by JDA as such the forest clearance is not required.
7	TSA	Clause 18.11	Clarification required on who will borne the applicable Service Tax on the Transmission Charges.			Applicable Service Tax to be paid by TSP. The changes in rate of service tax will be governed by change in law.
IVRCL A&H						
1	General Query- SLD of		LT Loads of substations auxiliaries: Whether 33 KV or 11 KV Source of			The auxiliary power requirement of GSS is to be dealt as per regulations/orders to be specified by

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	Sub station		supply shall be made available in substation for LT load requirements Or We need to consider Power Transformer (400/220 KV, 315 MVA) with Tertiary winding of 33 KV			RERC.
2	General-Land Map for GSS at Jaipur (North)		Please provide the site plan of the land(with co-ordinates) allotted for sub station			Route marked on GT sheet (i.e Survey Report) has already been provided. The details of GSS land has already been provided in the Annexure-18 of RfP.
3	General-Technical		Please provide the system fault levels for 400 & 220 KV.			The system should be capable to bear faults levels of 40kA.
4	General		Please provide control Philosophy and specifications of Control & Protection for outgoing 220 KV feeders of RRVPN			The system design is in the scope of TSP. Control & Protection shall be dealt as per provisions of relevant Grid Code / IEGC.
5	TSA	Article 3, Conditions Subsequent, Clause 3.1.3 c: To submit to long Term Transmission Customers and CEA details of award of major contracts, designing, engineering, procurement	Is any prior approval required from Long Term Transmission Customer or CEA For Finalisation of Major Contracts or selection of suppliers of equipments? Will there be			The information as detailed under cl.3.1.3(c) is to be furnished.

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		etc	any inspection agency or approving authority for designs, Tests during manufacture of equipments or Pre commissioning testing.			
6	General Query		After completion of the stipulated maintenance Period whether the "Project" will be taken over from "TSP" by LTTC or the assets will belong to the TSP			<p>After maintenance period the assets will belong to TSP. In case bidder / developer and LTTC/STU agree for transfer of project then this shall be dealt as follows given in order of priority</p> <ol style="list-style-type: none"> i. As per the provisions of the TSA. ii. Mutual understanding iii. As per RERC regulations / directions. <p>In case of any dispute the same shall be dealt as per RERC approval.</p>
EMCO						
1.	RFQ	Section 2 Clause 2.1.2 in Para 2 of the clause it is mentioned that "However, the capital expenditure of each project shall not be Rs.64.40 Crore (Rs.Sixty Four Crore and Forty Lakh or equivalent USD"	The provision of such a technical qualification is not understood	"However capital expenditure of At least one single project shall not be less than Rs.64.40 Crore (Rs.Sixty Four Crore and Forty Lakh or equivalent USD"	Ambiguity/Typographical error to be rectified.	The typographical error will be corrected in the next revision to read as "However, the capital expenditure of each project shall not be less than Rs. 64.40 crore (Rs. Sixty four crore and forty lakh) or equivalent USD."

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2.	RFQ	Annexure 4.7.B Format for Technical Qualification. In Para 1 the period of experience has been specified as 10 years.	It should be 5 years as per clause 2.1.2 of RFP	The period of experience should be changed to 5 years from 10 years in line with the clause no.2.1.2	Typographical error to be rectified.	The typographical error will be corrected in the next revision to read period of experience as 5 years instead of 10 years in line with the Clause No. 2.1.2
3.	RFQ	4.7.D Format for Technical qualification. In the table the details of projects executed in the last 10 years has been asked.	It should 5 years as per clause 2.1.2 of RFP	The details of projects executed in last 5 years only should be called	Typographical error to be rectified.	The typographical error will be corrected in the next revision to read period of experience as 5 years instead of 10 years in line with the Clause No. 2.1.2
4.	RFP	Annexure 8 Format-1 After Resolution-4 It is written "Signature and stamp of any whole time Director (Supported by a specific Board resolution) of Bidding Company/Lead member of Consortium" Further at Note no.1 it is written that this certified true copy should be signed by Company Secretary.	It is not clear as to who should certify the format.	Provision of certifying by whole time director should be deleted.	Ambiguity to be removed. Further it would be also in line with the Annexure-8 format-2 of the RFP.	The text "Signature and stamp of any whole time Director (Supported by a specific Board resolution) of Bidding Company/Lead member of Consortium" is being deleted.
5.	RFP	Annexure- 9 It is mentioned to enclose a Bid Bond of Rupees Seven Crores eighty Lacs (Rs.7.80 Crores).	As per clause no. 2.20.1 of RFP the Bid Bond should be of Rs.6.44 Crores. Thus there is an ambiguity	The Bid Bond value should be changed to Rupees Six Crores and Forty Four Lakhs (Rs. 6.44 Crores).	Ambiguity to be removed.	The Bid Bond shall be for Rs.6.44 crs.
6.	RFP	Annexure-4	As per note no.8 in this	End date for last contract year should	Ambiguity to be	The bidding documents are based on

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S. No.	Document	Clause No. Pg. No.& Existing provision	Clarification required	Suggested text for the amendment	Rationale for the clarification & Amendment	RVPN's Clarification
		The end date of the last contract year is shown as 16 th June 2049	annexure the end date should be 31 st March 2050	be changed to 31 st March 2050	removed.	Standard Bidding Documents.
7.	TSA	Article 13.4 (d) The second para of this clause seems to have no relation to the first para	Appears to be a typographical error.	Second para should be deleted.	Typographical error to be rectified.	The typographical error will be corrected in the revised document
8.	TSA	Schedule-2 The period of COD from effective date is mentioned as 24 Months.	It is not consistent with other clauses of the project documents.	The period of COD from effective date should be changed to 28 months in line with schedule 3 of TSA and clause 2.15 of RFP.	Typographical error to be rectified.	The typographical error will be corrected in the revised document
9.	TSA	Schedule-7 Last para is already covered in para-1.	Appears to be a typographical error.	Last para to be deleted	Typographical error to be rectified.	The typographical error will be corrected in the revised document
Unity Infra						
1.	RFQ	Clause No. 2 Notification Page 3 of 66 RRVPNL (hereinafter referred to as BPC) hereby invites all prospective bidders for issue of RfQ to qualify/ shortlist the bidders for participating in the next stage of bidding.	It appears, it is a two stage bidding process wherein Stage-1 will be for short-listing of bidders and Stage-2 will be for selection of TSP. We understand that during Stage-1, all prospective bidders have to submit response to RFQ only and subsequently during Stage-2 Response to RFP is to be submitted by only short-			The guidelines from MoP, GoI allow for the single stage bidding. The response to RfQ is to be submitted alongwith response to RfP.

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S. No.	Document	Clause No. Pg. No.& Existing provision	Clarification required	Suggested text for the amendment	Rationale for the clarification & Amendment	RVPN's Clarification
			<p>listed bidders. Bidders, who are not short-listed during Stage-1, will disqualify for Stage-2 and therefore are not eligible to submit response to RFP during Stage-2.</p> <p>Please clarify that our understanding is correct or not?</p>			
2.	RFQ	<p>Clause No. 3 of Disclaimer, Page 6 of 66</p> <p>Neither BPC nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFQ document.</p>	<p>We would like to know the name & address of the consultant involved in this project. Please provide the same.</p>			<p>RVPN itself as BPC is carrying out bidding process without any consultant.</p>
3.	RFQ	<p>Definition of RFP Project Documents given on page 10 of 66</p> <p>“RFP Project Documents” shall mean the following documents to be entered into in respect of the Project, by the parties to the respective agreements :</p> <p>a. TSA</p> <p>b. SPA</p>	<p>Please clarify a copy of Share Purchase Agreement and any other agreement applicable to this Project.</p>			<p>The draft of Share Purchase Agreement (SPA) is part of the RFP Project Documents (bidding documents) and is to be provided 30 days prior to the bid submission. The SPA shall have the definition of the Acquisition Price.</p>

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S. No.	Document	Clause No. Pg. No.& Existing provision	Clarification required	Suggested text for the amendment	Rationale for the clarification & Amendment	RVPN's Clarification
		c. Any other agreement, as may be required.				
4.	RFQ	<p>Clause No. 1.6.2.2 of Section 1, Page 14 of 66</p> <p>BPC or its authorised representative may arrange to carry out the following activities to expedite the project</p> <p>a) To initiate acquisition of land for location specific substations, switching stations or HVDC terminal or inverter stations.</p> <p>b) To initiate process of seeking forest clearance, if required.</p>	<p>Please confirm/clarify the following:</p> <p>a) Land for substation will be arranged and provided by BPC to TSP free of cost.</p> <p>b) Forest Clearance for the project shall be arranged by BPC at no cost to TSP.</p>			<p>Clause 1.5 (c) & (d) of RFP requires to initiate acquisition of land and to initiate process of seeking forest clearance, if required.</p> <p>The bidding documents are based on standard bidding documents. Payment for land is to be made by TSP.</p> <p>As already indicated in Annexure-18 of RfP, the land for location specific substation is allotted by JDA as such the forest clearance is not required.</p>
5.	RFQ	<p>Clause No.2.1.2 of Section-2, Page 16 of 66.</p> <p>Technical requirement to be met by the Bidding Company as Lead Member of Bidding Consortium</p> <p>The Bidder must fulfil following technical requirements:</p> <p>Experience of development of project (not necessarily in the power sector) in the</p>	<p>1. Our Company has executed several projects of value more than Rs.64.40 Crore, as EPC Contractor. Will these projects qualify to meet the technical requirements? Please confirm/clarify.</p> <p>2. Our company has developed one Hotel</p>			<p>The qualification requirements are clearly mentioned in Bidding documents which may be referred.</p>

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S. No.	Document	Clause No. Pg. No.& Existing provision	Clarification required	Suggested text for the amendment	Rationale for the clarification & Amendment	RVPN's Clarification
		<p>last five (5) years with aggregate capital expenditure not less than Rs.500 Crore. However, the capital expenditure of each project shall not be Rs.64.40 Crore.</p>	<p>Project for Directorate of Sports Pune of value more than Rs.250 Crore. Will this project qualify to meet the technical requirements? Please confirm/clarify.</p> <p>3. Our company has developed a couple of Real Estate Projects of value more than Rs.64.40 Crore. Will these projects qualify to meet the technical requirements? Please confirm/clarify.</p> <p>4. "However, the capital expenditure of each project shall not be Rs.64.40 Crore". It appears that some words are missing in this sentence due to which meaning is not clear. Please clarify.</p>			
6.	RFP	<p>Clause no.1.5 of Section-1, Page 12 of 87.</p> <p>The BPC has initiated development of the Project and shall be responsible</p>	<p>We understand that BPC shall be responsible for obtaining approval for living of overhead transmission lines including ROW (Right of</p>			<p>As per cl. 5.1.3 of TSA the TSP shall be responsible for obtaining all Consents, Clearances and Permits relating but not limited to road / rail / river / canal / power line / crossings,</p>

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S. No.	Document	Clause No. Pg. No.& Existing provision	Clarification required	Suggested text for the amendment	Rationale for the clarification & Amendment	RVPN's Clarification
		<p>for the tasks in this regard as specified hereunder:</p> <p>a) Provide to the Bidder a Survey Report.....</p> <p>b) To obtain approval for laying of overhead transmission lines under Section 68 of Electricity Act, from Appropriate Government at least thirty (30) days prior to Bid Deadline.</p>	<p>Way).</p> <p>Please confirm/clarify that ROW is BPC responsibility or not?</p>			<p>Power and Telecom Coordination Committee (PTCC), defence, civil aviation, right of way / way-leaves and environmental & forest clearances from relevant authorities required for developing, financing, constructing, maintaining/ renewing all such Consents, Clearances and Permits in order to carry out its obligations under this Agreement in general.</p>
7.	RFP	<p>Annexure-13, Page 75 of 87.</p> <p>Annexure-13</p> <p>Illustration of the Bid Evaluation / Computation of Levelized transmission charges.</p> <p>PROVIDED AS EXCEL FILE (shall be provided in due course)</p>	<p>Please indicate the tentative date by which this excel file will be provided.</p>			<p>The Excel Sheet will be provided 30 days prior to the date of bid submission.</p>

Note : Approval of RERC would be required if provision of document is changed as the document is based on SBD.

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S. No.	Name of Document	Modified Clause	Whether Major/Minor / No deviation from SBD of MoP	Remarks
1	RfP Annexure 8 Format-1	<p>Certified True Copy</p> <p>Company rubber stamp to be affixed</p> <p>[Notes:</p> <p>1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary / Managing Director of the Bidding Company or the Lead Member of Consortium.</p> <p>2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution, i.e., the Bidding Company, each Member of the Bidding Consortium.</p> <p>3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.]</p>	<p>Minor, the amendment may be made to make the requirement of format-1 similar to that of format-2.</p>	